

## C.4

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: March 1, 2005

**SUBJECT: APPROVAL OF CONSULTANT AGREEMENT FOR UPDATING THE WATER AND WASTEWATER ELECTRONIC OPERATION AND MAINTENANCE MANUAL**

### I. RECOMMENDED ACTION

Move to approve the attached Consultant Agreement with Earth Tech, Inc., to provide engineering services for updating the Water and Wastewater Electronic Operation and Maintenance Manual, in an amount not to exceed \$210,000 including contingencies, and authorize the Mayor to sign the agreement.

### II. DEPARTMENT CONTACT PERSONS

David Rhodes, Director of Public Works	556-2705
Bill Campbell, Assistant Director of Public Works/City Engineer	556-2733
Scott Thomasson, Water/Wastewater Engineering Manager	556-2829
Jeff Thompson, Project Engineer	556-2884
Nelson Monroe, Maintenance Operation Supervisor – Water	556-2819
Bert Guenther, Maintenance Operation Supervisor – Wastewater	556-2828

### III. DESCRIPTION

#### **Background**

The City has developed an EO&M Manual for the more recently constructed water and wastewater facilities, but the existing facilities have not yet been included in the electronic version. Under this agreement, the consultant will gather all necessary background information, develop a hard copy of each facility's operations and maintenance manual, and convert the paper copy to an electronic version. The updated EO&M Manual will be available to all necessary City staff, including managers, engineers, and maintenance technicians. City staff will be able to access information for each facility through the City's intranet to determine operational maintenance

requirements and troubleshoot most problems. It will save City staff time to have one reference location for all City water and wastewater facilities' maintenance issues.

In the future, the EO&M Manual document will be updated to include each new water and wastewater facility and revisions to existing facilities as needed. In addition, an update to the electronic manual for these future facilities will be created as part of each new facility's design and construction contracts.

#### **Consultant Selection**

A Request for Proposal (RFP) was sent to two consultants (CH2M Hill & Earth Tech, Inc.) listed on the City's consultant roster. The City received proposals from both consultants, and the staff selected Earth Tech, Inc. as the most qualified firm after reviewing the proposals. Earth Tech, Inc. presented a proposal that showed the most complete understanding of the project. In addition, Earth Tech, Inc. has produced well-written EO&M manuals as part of past projects, has performed well on other City projects, and employs the best qualified staff to complete the project.

#### **IV. IMPACT**

A. Service Delivery: City staff will be able to access each facility through the City's intranet to determine maintenance requirements and troubleshoot most problems. It will save City staff time to have one reference location for all City water and wastewater facilities' maintenance issues.

B. Fiscal: Estimated costs for this project are shown below.

<u>Estimated Project Cost</u>	
Consultant Design Services	\$191,460
Contingency	<u>18,540</u>
Total Preliminary Design	\$210,000

<u>Funding</u>	
Water/Wastewater Operations	\$210,000

#### **V. ALTERNATIVE**

Council could choose to not approve the consultant agreement. However, this action would not improve access to the operation and maintenance manuals of the City's water and wastewater facilities. Nor would it save staff time troubleshooting problems or performing maintenance. Only future water and wastewater facilities will be added to the EO&M Manual as each facility is designed and constructed.

## VI. TIME CONSTRAINTS

There are no time constraints with this project.

Agreement Approval	March, 2005
Hard Copy First Draft	July, 2005
Hard Copy Second Draft	October, 2005
Hard Copy Final	December, 2005
Electronic Copy Draft Version	February, 2006
Electronic Copy Final Version	April, 2006

## VII. LIST OF ATTACHMENTS

A. Draft Consultant Agreement

**William J. Campbell for**  
\_\_\_\_\_  
David Rhodes, Director of Public Works

**2/18/05**  
\_\_\_\_\_  
Date

Approved for Council Agenda **s/s**  
\_\_\_\_\_  
Rosemarie Ives, Mayor

**2/18/05**  
\_\_\_\_\_  
Date

# **CONSULTANT AGREEMENT**

<b>PROJECT TITLE</b> Electronic Operation and Maintenance Manual	<b>WORK DESCRIPTION</b> This project will expand the City's Electronic Operation and Maintenance Manual to include all of the existing water and wastewater facilities. City staff will use it to access each facility through the City's intranet to determine maintenance requirements and troubleshoot most problems.
<b>PROJECT NO.</b> NA	
<b>CONSULTANT</b> Earth Tech, Inc.	<b>CONSULTANT ADDRESS</b> 10800 Notheast 8 <sup>th</sup> Street Seventh Floor Bellevue, Washington 98004 (425) 455-9494 (425) 453-9470 Fax
<b>FEDERAL I.D. NO.</b> 95-2661922	
<b>MAXIMUM AMOUNT PAYABLE</b> \$210,000.00	<b>COMPLETION DATE</b> December 31, 2006

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

## **WITNESSETH THAT:**

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

## **II SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

## **III GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

## **IV TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

## **V PAYMENT**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

## **VI SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" to this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D", attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

## **VII EMPLOYMENT**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part

of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

## **VIII NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, or rendering of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, religion, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, religion, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180.

## **IX TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another



firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of the AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

## **XI DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

## **XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

## **XIII LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.25.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Regular public liability and property damage insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising out of work provided for in this contract.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the Consultant, the CITY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by this AGREEMENT. The CITY reserves the right to require complete certified copies of all required insurance policies at any time.

All insurance shall be obtained from insurance companies authorized to do business in the State of Washington. The CONSULTANT shall submit a certificate of insurance as outlined above within 14 days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

### **XIV EXTRA WORK**

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

## **XV ENDORSEMENT OF PLANS**

The CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

## **XVI COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

## **XVI EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

*CONSULTANT*

*CITY OF REDMOND*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Rosemarie Ives, Mayor

**Title:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**Exhibit A**  
**Scope of Work**  
**City of Redmond**  
**Electronic Operations and Maintenance Manual**

**Task A: Hard-Copy Document:**

1. Obtain existing design reports, comprehensive plans, and record drawings.
2. Meet with City staff to review technical parameters for content and navigation of the web-formatted manual. Provide City staff with options, advantages, and disadvantages for each parameter. Decide with City staff which parameters to implement in the final EO&M Manual.
3. Develop meeting agendas for discussion and data acquisition for each of the facilities included in Task A4 below. It is anticipated several meetings will be required to cover all of the facilities listed. Prepare minutes of the meetings summarizing items discussed, information obtained, and tasks for future action.
4. Prepare draft text, tables, and graphics for the following facilities:

**Water Meters (Supply & Intertie): City Limits**

- a. Seattle NE 104th
- b. Seattle 132nd Ave
- c. Seattle Redmond Way
- d. Seattle 140th Ave
- e. Seattle NE 40th
- f. NE Sammamish
- g. Union Hill
- h. Kirkland NE 85th
- i. Kirkland Leary Way
- j. Kirkland NE 51st
- k. Kirkland NE 56th
- l. Kirkland NE 90th
- m. Bellevue NE 40th
- n. Bellevue 156th Ave
- o. Bellevue NE 24th
- p. Bellevue Bel-Red Rd

**Water Reservoirs:**

- a. Education Hill
- b. NE 40th St
- c. SE Redmond
- d. Reservoir Park
- e. North Rosehill
- f. South Rosehill

**Water Pump Stations:**

- a. SE Redmond
- b. Reservoir Park
- c. Education Hill

**Water PRV's:**

- a. General Pressure Reducing Valve Station

**Sewage Pump Stations:**

- b. Sewage Pump Station 1
- c. Sewage Pump Station 2
- d. Sewage Pump Station 3
- e. Sewage Pump Station 5
- f. Sewage Pump Station 6
- g. Sewage Pump Station 8
- h. Sewage Pump Station 9
- i. Sewage Pump Station 10
- j. Sewage Pump Station 11
- k. Sewage Pump Station 12
- l. Sewage Pump Station 13
- m. Sewage Pump Station 14
- n. Sewage Pump Station 15

**Other Sewer Facilities:**

- a. 100th Street Siphon
- b. Joint Use Sewer Trunks
- c. Lake Sammamish Sewer Line

**Water Meters (Supply & Intertie): Novelty Hill**

- a. Union Hill 224th Ave
- b. Union Hill NE 94th Street
- c. Union Hill 238th Ave NE
- d. Woodinville NE 133rd St
- e. Woodinville 232nd Ave NE

**Water Facilities (minor updates): Novelty Hill**

- a. Novelty Hill Water Pump Station
- b. Novelty Hill Operations Center

**Sewage Pump Stations (minor updates): Novelty Hill**

- a. Novelty Hill Sewage Pump Station

5. Visit each site and take digital photographs of the major facilities. Incorporate photos into draft documents.
6. Scan record drawings and add to draft documents.
7. Submit five copies of the "first draft" documents to City for review.
8. Meet with City staff to review the "first draft" documents and comments provided by the City.
9. Incorporate City's review comments and prepare "second draft" documents. Submit five copies of the "second draft" documents to City for review.
10. Conduct in-house quality control review of "second draft" documents.
11. Meet with City staff to review "second draft" documents and comments provided by the City.

12. Incorporate City's review comments and prepare final hard-copy documents.  
Obtain approval to convert documents to electronic format compatible with City's existing Electronic Operations and Maintenance Manual.

**Task B: Electronic Document:**

1. Convert final hard-copy documents to electronic versions in conformance with technical parameters developed above.
2. Verify correct operation and appearance of all new sections added to the electronic copy.
3. Submit draft CD-ROM to City for review.
4. Meet with City staff to review the draft CD-ROM and comments provided by the City.
5. Incorporate City's review comments and prepare final CD-ROM. Deliver five copies of final CD-ROM to City staff.



**EXHIBIT B**  
**PAYMENT**  
**(NEGOTIATED HOURLY RATE)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

**2. Direct Nonsalary Costs**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed at the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

**3. Contingencies**

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

**4. Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Contingencies, but does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

## **5. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

## **6. Inspection of Cost Records**

The CONSULTANT and its subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

## **7. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.



**Exhibit C**  
**Consultant Fee Determination**  
**City of Redmond**  
**Electronic Operation and Maintenance Manual**

**NEGOTIATED HOURLY RATES:**

**Earth Tech, Inc.**

<u>Classification</u>	<u>Hours x</u>	<u>Rate</u>	<u>Cost (\$)</u>
Principal Engineer	20	\$165.00	\$3,300.00
Project Engineer	380	\$150.00	\$57,000.00
Staff Engineer	520	\$110.00	\$57,200.00
CAD Technician	128	\$90.00	\$11,520.00
Administration Support	40	\$70.00	\$2,800.00

TOTAL = \$131,820.00

**REIMBUSABLES:**

Printing	\$500.00
Mileage	\$500.00
Communications	\$50.00
CD Materials	\$50.00
Record Drawings	\$1,000.00

**SUBCONSULTANT COSTS (See Exhibit D):** \$57,540.00

**TOTAL** \$191,460.00

**CONTINGENCIES:** \$18,540.00

**GRAND TOTAL:** \$210,000.00

**Exhibit D**  
**Subcontracted Work**  
**City of Redmond**  
**Electronic Operation and Maintenance Manual**

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

<u>SUBCONTRACTOR</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
Casne Engineering	Electrical Engineering, Computer Engineering, & Web Page Development	<u>\$57,540.00</u>
TOTAL =		\$57,540.00